

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
COMMUNIFAX CORPORATION		01/06/2010	CORPORATION: PENNSYLVANIA

**RECEIVING PARTY DATA**

Name:	COMMUNIFX PARTNERS LLC
Street Address:	c/o MDC Partners Inc., 950 Third Ave.
Internal Address:	5th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	2709534	ECODER
Registration Number:	2753045	ECODER
Serial Number:	77106188	BATPACK
Serial Number:	77106132	BATPACK
Registration Number:	3595501	GAFFHOUSE
Registration Number:	2346475	COMMUNIFAX
Registration Number:	2655687	ECODER
Registration Number:	2655686	ECODER
Registration Number:	2517103	HITS ARE GOOD. CAPTURES ARE BETTER.

**CORRESPONDENCE DATA**

Fax Number: (312)863-7806  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-863-7198

OP \$240.00 2709534

Email: nancy.brougher@goldbergkohn.com  
Correspondent Name: Nancy Brougher  
Address Line 1: Goldberg Kohn Ltd.  
Address Line 2: 55 East Monroe Street, Suite 3300  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.230
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	06/02/2010
Total Attachments: 3 source=Bill of Sale#page1.tif source=Bill of Sale#page2.tif source=Bill of Sale#page3.tif	

GENERAL ASSIGNMENT, BILL OF SALE AND ASSUMPTION AGREEMENT

THIS GENERAL ASSIGNMENT, BILL OF SALE AND ASSUMPTION AGREEMENT, dated as of January 6, 2010 (this "Bill of Sale"), is made and entered into by and between COMMUNIFAX CORPORATION, a Pennsylvania corporation ("Communifax"), and COMMUNIFX PARTNERS LLC, a Delaware limited liability company (the "Purchaser").

WITNESSETH:

WHEREAS, pursuant to an Asset Purchase Agreement, by and among the Purchaser, Communifax, Jeffrey Battin, and William Battin dated December 4, 2009 (as amended on January 6, 2010, the "Purchase Agreement"), Communifax agreed to transfer certain of the assets of Communifax, subject to certain disclosed liabilities, in exchange for cash payments, all upon the terms and subject to the conditions of the Purchase Agreement;

WHEREAS, this Bill of Sale is being executed and delivered pursuant to the Purchase Agreement to evidence the closing of the transactions contemplated thereunder;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

**Section 1. Defined Terms.** Capitalized terms used herein without definition shall have the respective meanings set forth in the Purchase Agreement.

**Section 2. Sale and Assignment of Assets.** Communifax hereby irrevocably transfers, conveys, assigns and delivers to the Purchaser all of its right, title and interest in, to and under the Assets, free and clear of all Liens other than Permitted Encumbrances. The Purchaser hereby accepts the transfer, conveyance, assignment and delivery of all of the Assets.

**Section 3. Assumed Liabilities.** In connection with the sale, transfer, conveyance, assignment and delivery of the Assets pursuant to the Purchase Agreement, the Purchaser hereby assumes and agrees to pay, perform and discharge when due, the Assumed Liabilities. Except for the Assumed Liabilities, the Purchaser shall not assume by virtue of this Bill of Sale or the transactions contemplated by the Purchase Agreement, and shall have no liability for, any of the Retained Liabilities.

**Section 4. Governing Law.** The interpretation and construction of this Bill of Sale and all matters relating hereto, shall be governed by the laws of the Commonwealth of Pennsylvania without reference to its conflict of laws provisions.


**Section 5. Severability; Purchase Agreement Governs.** In the event any provision of this Bill of Sale Agreement is found to be void and unenforceable by a court of competent

jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable part had been severed and deleted. The terms of the Purchase Agreement are incorporated herein by this reference. Each of the parties hereto acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. To the extent that there is a conflict between the terms of this Bill of Sale and the Purchase Agreement, the terms and conditions of the Purchase Agreement will govern.

**Section 6. Counterparts.** This Bill of Sale may be executed in two or more counterparts, all of which taken together shall constitute one instrument. A facsimile signature shall constitute an original.

**IN WITNESS WHEREOF**, the parties hereto have caused this Bill of Sale to be duly executed, as of the day and year first written.

**COMMUNIFAX CORPORATION**

By:   
Name: GEN. M. FERRER  
Title: CEO

**COMMUNIFX PARTNERS LLC**

By: \_\_\_\_\_  
Name:  
Title:

jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable part had been severed and deleted. The terms of the Purchase Agreement are incorporated herein by this reference. Each of the parties hereto acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. To the extent that there is a conflict between the terms of this Bill of Sale and the Purchase Agreement, the terms and conditions of the Purchase Agreement will govern.

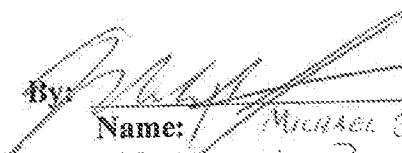
**Section 6. Counterparts.** This Bill of Sale may be executed in two or more counterparts, all of which taken together shall constitute one instrument. A facsimile signature shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale to be duly executed, as of the day and year first written.

**COMMUNIFAX CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**COMMUNIFX PARTNERS LLC**

By:  \_\_\_\_\_  
Name: MICHAEL SABATINO  
Title: VICE PRESIDENT & TREASURER